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Contract Database Metadata Elements

Title: **Pittsfield, Town of and Town of Pittsfield Highway Department Employee Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2017)**

Employer Name: **Pittsfield, Town of**

Union: **Town of Pittsfield Highway Department Employee Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/2017**

Expiration Date: **12/31/2019**

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AGREEMENT

between

TEAMSTERS UNION, LOCAL 294

and

TOWN OF PITTSFIELD

for the

HIGHWAY DEPARTMENT

EFFECTIVE: JANUARY 1, 2017

and

EXPIRING: DECEMBER 31, 2019

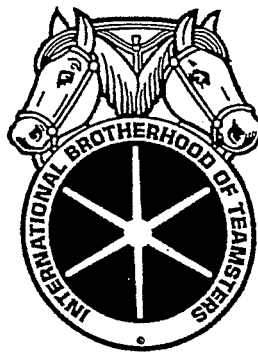


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APPENDIX "A": GRIEVANCE FORM

PREAMBLE

It shall be the public policy of the Town of Pittsfield and the, Teamsters Local Union No. 294 and the purpose of this agreement to promote harmonious and cooperative relationships between the Town of Pittsfield and its employees, and to protect the public of assuring, at all times, the orderly and uninterrupted operations and functions of the government. This Agreement is made between the Town of Pittsfield, herein after referred to as the "Employer" and the Teamsters Local Union No. 294, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION

SECTION 1

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of employment and all other terms and conditions of employment for all regular non-supervisory full-time H/M Equipment Operator of the highway department, under the title of motor equipment operator / laborer. It is agreed and understood that employees are considered probationary until they have completed three (3) months of satisfactory service. A formal review will encapsulate the three (3) month probationary period, which must demonstrate satisfactory performance by the employee during this period. This will include Union membership and health insurance benefits. A probationary employee may, at the discretion of the Highway Superintendent, be discharged without cause or notice during the first three (3) months of probationary employment.

SECTION 2

It is agreed that the need for a continued and uninterrupted operation of Public Agencies of the Employer is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or similar action which would involve suspension of or interference with normal work performance.

ARTICLE 2

DUES CHECKOFF AND INDEMNIFICATION

SECTION 1

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of actions taken by the Employer for the purpose of complying with this section of the Agreement. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually remitted to them. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union. On forwarding payment of said deductions by mail to the assignee's last known address, the Town and its officers shall be released from all liability to the employees.

SECTION 2

The Employer shall deduct from the wage or salary of those bargaining unit employees who are not members of the Union an amount equivalent to the dues levied by the Union in accordance with the laws of the State of New York.

SECTION 3

The Union agrees to indemnify and hold harmless the Employer with regard to any deductions made pursuant to this Article. The Employer shall make deductions and transmit the amounts so deducted along with a listing of employees to the Union in a manner that is expeditious and beneficial to both parties. The Employer shall remit said monies to: Teamsters Union, Local No. 294, 890 THIRD STREET, ALBANY, NY. 12206.

ARTICLE 3

RIGHTS OF THE UNION

The Union shall have the sole and exclusive right to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Taylor Law; under the terms and conditions of the Agreement; to designate its own representatives and to appear before the appropriate official of the Employer to effect such representation; to

direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue any matter or issue including, but not limited to, the matter or issue to any court or competent jurisdiction, whichever is appropriate, unless otherwise controlled by this agreement.

The Employer will provide a bulletin board which may be used exclusively by Local 294 for posting notices and other matters of interest to Union members or other Union business as approved by the local membership and/or Local Union Executive Board. The Employer agrees to permit representatives of Teamsters Local 294 to enter the premises (upon at least 24 hour notice to the Highway Superintendent and/or his designee) for the purpose of discussing working conditions.

The Employer agrees that Union steward and properly designated Union representative shall be allowed to: investigate and process grievances; attend meetings; transmit communications authorized by the Union or its officers to the Highway Superintendent or his representatives, local Union Officers or other Union representatives concerning the enforcement of any provisions of this agreement during their working hours, on the Employer's premises, and without loss of pay or benefits. The Union agrees to make every effort to give the Highway Superintendent prior notice.

ARTICLE 4 RIGHTS OF THE EMPLOYER

SECTION 1

It is recognized that the management of the departments, the control of their properties, and the maintenance of order and efficiency are solely responsibilities of the Employer. Accordingly, the Employer retains all rights, including but not limited to, selection and direction of working forces; to hire, suspend or discharge for just cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote, or transfer; to determine the amount of overtime to be worked; to decide the number of employees needed; to determine the work to be performed, amount of supervision necessary, equipment, methods, scheduling of work, together with the selection, procurement, designing, engineering and the control of equipment.

ARTICLE 5 HOURS OF WORK

SECTION 1

Except as hereinafter provided, the normal work week for all regular full time employees shall be forty (40) hours and shall consist of five (5) eight (8) hour days or, by discretion of the Highway Superintendent and with the approval of the Pittsfield Town Board, summer work hours four (4) ten (10) hour days (from May 1st through October 1st) unless weather or emergency conditions exist. The Highway Superintendent and the Pittsfield Town Board will declare the existence of these conditions. The general workweek shall be Monday to Friday, (Monday to Thursday if four days) however, the employees may be scheduled differently, if needed, to satisfy the operating requirements of the Town or for the completion of projects that are in the interest of the Town of Pittsfield. The standard work day shall begin at 6 a.m. and end at 2:30 p.m. (6 a.m. through 4:30 p.m. if a ten hour day). It will include one half hour unpaid lunch period. The above work hours shall apply with the exception of emergencies declared by the Employer. TIME CARDS ARE TO BE PUNCHED BY THE EMPLOYEE THEMSELVES.

SECTION 2

Overtime opportunities shall be distributed equitably among the employees according to qualifications. Employees called back to work outside of and unconnected with their normal work week shall be guaranteed a minimum of three (3) hours pay for such work. Such hours will be compensated at the overtime rate. If the employee is called in to work early or stays late, the normal calculation will apply.

ARTICLE 6 HOLIDAYS

SECTION 1

All legal holidays enumerated herein shall be allowed as days off.

**New Year's Day
Good Friday
Memorial Day
July 4th
Labor Day**

**Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
Floating Holiday*****

***Upon five (5) day notice and approval of the Highway Superintendent

When the holiday falls on a Saturday, the preceding Friday shall be observed. When the holiday falls on a Sunday, the following Monday shall be observed. (If the four-day work week is in effect and the holiday falls on a Friday, it will be observed on the preceding Thursday).

If the employee must work on one of the above stated holidays, the employee will be paid at the rate of time and one half the regular hourly rate in addition to the regular holiday pay and will not be entitled to any additional leave. The employee is required to work the day before and the day after a holiday in order to be paid for said holiday unless:

The employee is sick and produces a note from his/her physician;
The employee uses a vacation or personal day, in which case, the employee must request approval for such time from the Highway Superintendent no less than forty-eight (48) hours in advance.

ARTICLE 7 SICK / PERSONAL LEAVE

SECTION 1

ELIGIBLE EMPLOYEES WILL BE GIVEN AT THE BEGINNING OF THE YEAR (JANUARY 1) 5 PERSONAL DAYS AND 5 SICK DAYS TO BE USED IN SAID CALENDAR YEAR IE: (JANUARY1-DECEMBER 31) (USE IT OR LOSE IT) THERE WILL BE NO CARRY OVER FROM CALENDAR YEAR TO CALENDAR YEAR.

To be eligible for paid sick leave, an employee shall notify the Highway Superintendent or his/her designee (by 6 a.m.) if not reporting to work. Termination of employment for any reason cancels all accumulated sick leave.

An employee will receive cash for sick leave credits earned only upon resignation with at least a two week notice to resign or retirement.

SECTION 3

Personal leave must be requested by the employee and approved in advance by the Highway Superintendent or his/her designee.

ARTICLE 8 VACATION LEAVE

SECTION 1

Vacation time with pay may be taken when the covered employee has completed one (1) year of continuous service. Vacation is earned according to the following schedule:

- 1 week vacation after one (1) year of service
- 2 weeks vacation after three (3) years of service
- 3 weeks vacation after five (5) years of service
- 4 weeks vacation after ten (10) years of service

If a paid holiday occurs during an employee's vacation period, the day will count as a paid holiday, not a vacation day. For the purpose of this section, a year of service is defined as twelve continuous months from the employee's date of hire at full pay status.

WHEN EMPLOYEES WHO HAVE 3+YEARS OF EMPLOYMENT WITH THE TOWN OF PITTSFIELD, GIVE 2 WEEKS NOTICE BEFORE LEAVING EMPLOYMENT THEY WILL BE COMPENSATED FOR UP TO 2 WEEKS OF UNUSED VACATION.

WHEN EMPLOYEES WHO HAVE 1+ YEARS OF EMPLOYMENT WITH THE TOWN OF PITTSFIELD, GIVE 2 WEEKS NOTICE BEFORE LEAVING EMPLOYMENT THEY WILL BE COMPENSATED FOR UP TO 1 WEEK OF UNUSED VACATION.

SECTION 2

Vacation leave requests of five or more days shall be made between January and March of each year and at least thirty (30) calendar days in advance to the Highway Superintendent in writing. The Highway Superintendent shall then determine if the amount of time requested is available. Said approval, in writing, shall generally be given at least ten (10) days in advance of the start date. Vacation days must be taken within the year they are earned. Vacation days shall not be accumulated from year to year.

Unscheduled vacation days may be taken upon the prior approval of the Highway Superintendent upon at least twenty four (24) hours notice by the employee.

ARTICLE 9 GRIEVANCE PROCEDURE

SECTION 1

Any grievance and/or dispute between the parties arising out of a misinterpretation, meaning or inequitable application of the expressed terms of this agreement shall be settled as set forth below.

For the purpose of this Article, workdays will exclude Saturday, Sunday, and holidays. The time limits set forth in this Article are of the essence. They may be extended, in writing, by mutual agreement of the parties. The failure of the parties to proceed within the time limits set forth shall terminate the grievance at that step and said grievance shall be considered settled.

SECTION 2

The following procedure shall be followed when filing a grievance:

Step 1: An employee or group of employees who claim to have a grievance shall present their grievance in writing to their Highway Superintendent within ten (10) working days after the grievance occurs or after it became known. Within ten (10) working days after presentation of the grievance, the Highway Superintendent shall discuss the complaint with the grievant and the Union and respond in writing. The written response shall be signed, dated, and a copy shall be forwarded to the Town Supervisor. *(The grievance form attached will be the official form for all grievances – See Appendix "A").*

Step 2: In the event that the grievance is not resolved at Step 1, the aggrieved employee may submit within ten (10) working days from the Highway Superintendent's response, submit a formal written grievance (on the form provided in Appendix A) to the Town Supervisor (or his/her designee). The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract allegedly violated, the date of the alleged violation, and the remedy sought. The Town Supervisor (or his/her designee) will meet with the aggrieved employee and the Union to discuss and review the allegations.

Within ten (10) working days of the receipt of the formal written grievance, the Town Supervisor (or his/her designee) must respond in writing to the aggrieved employee with a copy to the Union.

Step 3: In the event the grievance is not resolved at Step 2. THE GRIEVANCE MAY BE SUBMITTED TO PERB FOR VOLUNTARY GRIEVANCE ARBITRATION. IT IS UNDERSTOOD

AND AGREED THAT THE DECISION OF THE ARBITRATOR SHALL BE BINDING ON THE UNION AND ITS MEMBERS, THE EMPLOYEE OR EMPLOYEES INVOLVED AND THE TOWN. THE COST FOR ANY SERVICES OF THE ARBITRATOR, INCLUDING FEES AND EXPENSES, IF ANY, SHALL BE BORNE EQUALLY BY THE UNION AND THE TOWN.

ARTICLE 10 HEALTH INSURANCE

SECTION 1

All eligible employees shall be provided with individual health insurance coverage paid by the Employer. If the employee wishes to have two person or family coverage, the employee will pay the additional premium, of the chosen coverage.

Effective January 1, 2017 through December 31, 2019, the Union and the Employer agree to recognize and participate in the New York State Teamsters Health and Hospital Fund HRA Health Care Plan to include Medical/Rx, Dental and Vision benefit options. THE HRA WILL BE FUNDED ANNUALLY ON JANUARY 1st. OF EACH YEAR AT \$2600 PER INDIVIDUAL.

Disability coverage already exists. The Town reserves the right to review and accept the plan annually to ensure the best benefits remain available to Union members. Changes from the plan can only be made if the benefits of the new plan are the same or better than the existing plan.

SECTION 2

If an employee is unable to work due to non-occupational injury or illness, the Town will provide the benefits guaranteed by the FMLA. If the employee is still unable to return to work, he/she may pick up his/her own insurance under the Employer's health plan by paying the Employer his/her premium or may terminate the coverage.

ARTICLE 11 RETIREMENT PLAN

The Employer agrees to continue its participation and contribution to the current retirement plan as it exists at the time of the signing of this Agreement.

ARTICLE 12 WAGES

The Town of Pittsfield Board recognizes the need to be competitive with wages and wages should reflect the skills of the employees. The Town of Pittsfield Board offers the following increases over the next three (3) year period AS FOLLOWS CONTINGENT UPON THE HEALTH INSURANCE COST STAYING AT QUOTED DOLLAR AMOUNTS 2017-\$7841.08 PER PERSON, 2018-\$7841.08 PER PERSON AND 2019-\$7982.52 PER PERSON.

Starting Wage: \$15.00

January 1, 2017 -DAN-\$ 17.50 PER HR., JOE-\$16.00 PER HR., JEFF-\$15.50 PER HR.

January 1, 2018 -DAN-\$17.50 PER HR., JOE-\$16.00 PER HR., JEFF-\$15.50 PER HR

January 1, 2019- 2% PER HR. INCREASES ON ABOVE WAGES

ARTICLE 13 WORK RULES

The Employer may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees. These rules shall be applied and enforced in a fair and equitable manner.

It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five (5) working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union prior to their posting and implementation.

ARTICLE 14 LEAVES

BEREAVEMENT LEAVE:

Each employee may be granted excused time off with pay to attend to matters associated with a death. Bereavement pay shall only be granted for formally-scheduled work hours actually lost, up to a maximum of forty (40) hours with pay for the death of a member of the immediate family (father, mother, brother, sister, spouse, children). Sixteen of these hours may be used when there is a need to attend an interment service.

Twelve (12) hours excused paid leave will be granted for the death of grandparents, grandchildren, a brother-in-law or sister-in-law, mother-in-law or father-in-law, aunts and uncles, nieces and nephews.

Excused time off applies only to regularly scheduled hours of work and does not apply if employee is on vacation or disability.

JURY DUTY:

When an employee is summoned for jury duty, the summons must be submitted to the Highway Superintendent immediately. No deductions will be made from vacation time or pay. The employee is expected to return to work for the rest of any day that he/she is not required to serve.

UNPAID LEAVE:

The Highway Superintendent may recommend an employee's unpaid leave to the Town Board upon the receipt of a written request. Such leave shall be without pay and only after the employee has exhausted all paid leave time. Accrual of paid leave time shall be suspended during the period of unpaid leave. The employee may continue his/her health insurance coverage by making the premium payments directly to the Town.

Employees who are on unpaid leaves which exceed six months shall not be eligible for the next pay increase. Employees may return to work prior to the expiration of the approved leave only upon the approval of the Highway Superintendent.

ARTICLE 15 SAVINGS CLAUSE

SECTION 1

If any article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any Federal, State or Local Law, or if adherence to or enforcement of any article or part thereof should be restrained by a Court of Law, the remaining articles of this Agreement or addition thereof shall not be affected.

SECTION 2

If a determination or decision is made as per Section 1 of this article, the parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE 16 LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 17 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or for any reason whatsoever. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

The Employer agrees not to interfere with the rights of employees to become a member of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer's representative against any employee because of Union membership or because of any employee acting in an official capacity on behalf of the Union or for any other cause.

The word employee as it appears in this agreement shall be interpreted to mean the singular or plural, whichever is applicable, and shall designate both sexes.

ARTICLE 18 UNIFORM / BOOT ALLOWANCE

The Town will provide a boot allowance of up to \$125.00 to be given annually. These boots must be worn while on the job site. THE TOWN WILL ALSO SUPPLY VESTS AND HARD HATS WHICH ARE REQUIRED ARE REQUIRED AT ALL TIMES. DRESS CODE WILL BE ADDRESSED IN A PERSONNEL POLICY BUT WILL CONSIST OF BOOTS, VESTS AND HARD HATS SUPPLIED BY THE TOWN BEING WORN AT ALL TIMES WHILE CLOCKED IN. JEANS, CAHHARTTS AND DICKIES MAY BE WORN AS PANTS ALONG WITH SLEEVED T-SHIRTS. NO HOLEA, RIPS, OBSCENITIES OR GRAFFITI. NO SHORTS OR TANK TOPS.

ARTICLE 19 DEPUTY HIGHWAY SUPERINTENDENT

If the current Deputy, who is a bargaining unit member, or any other Deputy who remains a member of the bargaining unit, is acting in that capacity, he/she is not allowed to function in any disciplinarian capacity. As such, in any legal capacity, the Deputy, who is a member of the bargaining unit, is to be relieved of functioning as a disciplinarian, by the Town. The Deputy is therefore, not allowed to function, in any capacity, as an evaluator of personnel, or as an authority on personnel matters and performance evaluations. The Deputy Highway Superintendent cannot be required to file any legal depositions, write any complaints, and/or give any statements against, or in favor of, another bargaining unit member or members.

When assuming the duties of the Highway Superintendent, bargaining unit members will receive an additional \$1 per hour in addition to their hourly rate of pay for all hours worked when performing those duties.

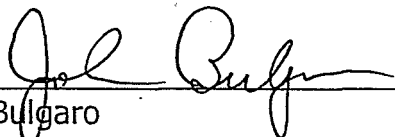
ARTICLE 20 TOTAL AGREEMENT

This Agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect, except by further written agreement between the parties. Except as otherwise provided herein, neither party shall be obligated to negotiate or renegotiate any item whether contained herein or not sooner than July of the third year prior to its expiration date. Either party may notify the other party in writing of its desire to renegotiate, and may request a time and place for the initial negotiating session.

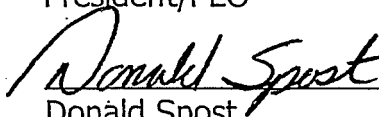
This Agreement will be in full force and effect from January 1, 2017 through December 31, 2019.

All wages, benefits, and terms and conditions herein shall be retroactive to January 1, 2017.

FOR THE UNION
TEAMSTERS UNION, LOCAL 294



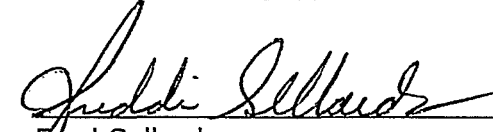
John Bulgaro
President/PEO



Donald Spost
Field Representative

Dated: 11/9/16

FOR THE TOWN
TOWN OF PITTSFIELD



Fred Sellards
Town Supervisor

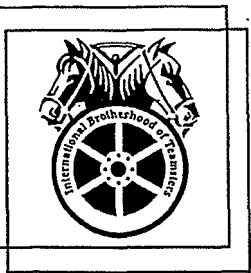
Dated: 11-1-16

APPENDIX A

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS

LOCAL UNION 294

GRIEVANCE FORM



TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
LOCAL UNION 294
110 Lomond Court, Utica, NY 13502
TEL (315) 724-3111 FAX (315) 724-6481
GRIEVANCE FORM

Grievant _____

Date _____

Address _____

Telephone # _____

Worksite _____

I hereby submit this written Grievance after orally discussing it with:

Immediate Supervisor _____

Date _____

Article and Section of Agreement allegedly violated: Article _____ Section _____

Statement of Grievance _____

Settlement Desired _____

Grievant's Signature _____

Date _____

STEP II

Received by (Management) _____

Date _____

Steward _____

Date _____

HAVE TIME LIMITS BEEN MET OR MUTUALLY EXTENDED? ☐ YES ☐ NO

Disposition _____

Management _____

Date _____

One of the following to be signed by the employee:

Accepted _____

Rejected _____

